

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM363689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iModules Software, Inc.		11/25/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 North Wacker Drive, Suite 3000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4345607	IMODULES	
Registration Number:	3682529	COMMUNITY CONNECTIONS	
Registration Number:	3131656	IMODULES	
Registration Number:	2286015	MEMBER CONNECTIONS	
Registration Number:	2216665	ALUMNI CONNECTIONS	
CORRESPONDENCE DATA			
Fax Number:	2129408776		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-940-6522		
Email:	christine.guthrie@kattenlaw.com		
Correspondent Name:	Christine Guthrie		
Address Line 1:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	342663.00128		
NAME OF SUBMITTER:	Christine Guthrie		
SIGNATURE:	/christineguthrie/		
DATE SIGNED:	11/25/2015		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of November 25, 2015, by iModules Software, Inc., a Delaware corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of November 25, 2015, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark included in the Trademark Collateral, or (b) injury to the goodwill associated with any such Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

iMODULES SOFTWARE, INC.,
as Grantor

By: 
Name: Eric M. Geveda
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005676 FRAME: 0505

Agreed and Accepted
as of the date first written above:

NXT CAPITAL, LLC,
as Agent

By

Name: Patrick Koehl
Title: Director

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Owner name</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Trademark</u>
USA	IMODULES SOFTWARE, INC.	4345607	04-JUN-2013	IMODULES
USA	IMODULES SOFTWARE, INC.	3682529	15-SEP-2009	Community Connections
USA	IMODULES SOFTWARE, INC.	3131656	22-AUG-2006	iMODULES
USA	IMODULES SOFTWARE, INC.	2286015	12-OCT-1999	MEMBER CONNECTIONS (and image)
USA	IMODULES SOFTWARE, INC.	2216665	05-JAN-1999	ALUMNI CONNECTIONS (and image)
Canada	IMODULES SOFTWARE, INC.	TMA870498	03-FEB-2014	IMODULES
Community Trademarks	IMODULES SOFTWARE, INC. (United States of America)	11416716	16-JUL-2013	IMODULES
Australia	IMODULES SOFTWARE, INC.	1529603	05-DEC-2012	IMODULES

U.S. TRADEMARK APPLICATIONS

None.